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Document Prepared By:
Lafayette, Ayers & Whitlock, PLC
CrossRidge Professional Park
10160 Staples Mill Road, Suite 105
Glen Allen, VA 23060

Tax Map Nos. 13-3-1, 13-3-4, 13-3-5, 13-4-3, 13-4-4,
13-4-5, 13-4-6, 13-4-10, 13-4-11 and 13-24-14

Return to:
Newline LLC
14411 Justice Rd Ste A
Midlothian, VA 23113

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
BOUNDARY RUN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BOUNDARY RUN (the "Declaration"), made as of this ___ day of December, 2007, by NEWLINE, LLC, a Virginia limited liability company (the "Declarant"), BANK OF VIRGINIA (the "Bank"); ELLEN L. ALLEN, Sole Acting Trustee (the "Bank Trustee"), and ROBERT O. QUACKENBUSH and SUSAN QUACKENBUSH (collectively "Quackenbush"). The Declarant, Bank and Quackenbush are the Grantors and Grantees for indexing purposes. Bank Trustee is the Grantor for indexing purposes.

RECITALS

WHEREAS, the Declarant is the owner of Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 in the Boundary Run subdivision located in the Lickinghole District, Goochland County, Virginia, as shown on a plat entitled "Boundary Run, Lickinghole District, Goochland County, Virginia" made by Michael L. Parrish & Associates, Inc., dated April 2, 2007, revised June 29, 2007 and October 29, 2007, and recorded in the Clerk's Office of the Circuit Court of Goochland County, Virginia (the "Clerk's Office"), in Plat Book ___, Page ___, (the "Plat");

Instrument # 080000125 PCE-51

WHEREAS, Quackenbush is the owner of Lot 14 in the Subdivision as shown on the Plat;

WHEREAS, the Declarant entered into a purchase money deed of trust (the "Bank Deed of Trust") dated August 30, 2006, conveying the Property to Thomas L. Gordon and Ellen L. Allen, Trustees for the benefit of Bank. The Bank Deed of Trust was recorded on September 1, 2006 in the Clerk's Office as Instrument Number 060004589. The Bank Deed of Trust provides that either trustee may act; and

WHEREAS, the Declarant and Quackenbush desire to declare, establish, grant, and provide for the benefit of themselves and the Bank, and all of their respective successors, assigns and invitees (the "Beneficiaries"), certain restrictive covenants, conditions, restrictions and road maintenance obligations to run with the land to facilitate a mutually beneficial plan for the development and use of the Property.

DECLARATION

IN CONSIDERATION of the benefits to accrue to the Beneficiaries, the receipt and sufficiency of which are hereby acknowledged, the Declarant and Quackenbush for themselves and their respective successors and assignees, do hereby declare and provide that the Property shall be subject to the following restrictive covenants, conditions and restrictions:

ARTICLE I DEFINITIONS

The terms used in the Governing Documents generally shall be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"Association" shall mean and refer to the Boundary Run Homeowners Association, Inc., a Virginia nonstock corporation, its successors and assigns.

"Board of Directors" of the Association shall initially be appointed by the Declarant during the Declarant Control Period and then after the expiration of the Declarant Control Period, elected by the members of the Association.

"Common Area" shall mean and refer to all Roads owned or to be owned by the Association and intended to be devoted to the common use and enjoyment of the Lot Owners in accordance with the provisions of this Declaration.

"Declarant" shall mean and refer to Newline, LLC, a Virginia limited liability company, which is the Declarant herein, and their successors and assigns. Declarant may designate a successor Declarant (or Declarants) to take or hold some or all of its respective rights, powers, privileges and obligations as Declarant under this Declaration by written instrument recorded in the Clerk's Office.

"Declarant Control Period" shall mean the period commencing on the date this Declaration is recorded in the Clerk's Office and ending on the earlier to occur of (i) when all Lots within the Subdivision have been conveyed to parties other than the Declarant, or (ii) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date.

"Governing Document" is a collective term referring to this Declaration, and the Articles of Incorporation and By-Laws of the Association, as each may be amended.

"Lot" shall mean each individual lot within the Subdivision. All Lots within the Subdivision shall be referred to herein as "Lots".

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"Lot Owner" shall mean each record owner, whether one or more persons or entities, of a Lot, but shall exclude those having such interest merely as security for the performance of an obligation. All Lot Owners shall be collectively referred to herein as "Lot Owners".

"Member" means a member of the Association.

"Roads" shall mean and refer to all roads and right-of-ways located within the Subdivision, including Boundary Run Road, Austin Lane and Kimber Lane, and all signs, curbs and other improvements appurtenant thereto.

"Subdivision" shall mean and refer to the subdivision known as Boundary Run, including without limitation, all Lots numbered 1 through 26 and all Roads, all as shown on the Plat.

ARTICLE II USE, OCCUPANCY AND CONSTRUCTION OF DWELLINGS

1.1 Unless permitted otherwise by Goochland County subdivision ordinance, only one single-family dwelling, not to exceed two and one-half (2 ½) stories in height above existing ground level, and appropriate outbuildings, shall be erected, placed, or permitted to remain within the boundary of each Lot.

1.2 Any permitted residential dwelling must contain a minimum of 1,800 square feet of living space for one story dwellings and 2,000 square feet of living space for two story dwellings exclusive of garage, attic, basement, patio or porch.

1.3 No dwelling shall be located nearer to the front Lot line, or nearer to the side street line, than the building setback line shown on the recorded Plat, nor nearer than fifteen (15) feet to any side Lot line.

1.4 All garages and any other permanent structures, such as storage rooms, tool houses, retaining walls, carports, etc., shall not be nearer than fifteen (15) feet to any property line.

1.5 No livestock, swine, poultry, or other animals of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets shall not be prohibited by this restriction, provided that they are kept solely as household pets, and are not bred or maintained for any commercial purposes.

1.6 No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or injure the value of the neighboring property.

1.7 No trailer, garage, barn or other outbuilding shall be used or erected for use as a temporary or permanent residence on any Lot, except during construction of a primary residence and only with the written consent of the Declarant (which consent is at the sole discretion of the

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Declarant), but no such structure shall be erected for a term exceeding nine (9) months. No trailer can be placed on a Lot as a permanent residence.

1.8 No building shall be erected upon any Lot nor shall any such building be added to or altered during construction of the dwelling until the building plans, specifications and plot plan have been approved in writing by the Declarant. For this purpose, two copies of the building plans, specifications and plot plan shall be submitted and, upon approval, one copy will be signed and returned to the Lot Owner and the other retained by the Declarant. The Declarant may refuse to approve the plans, specifications and/or plot plans for any structures which are not considered to be in harmony with the planned or existing structures in the Subdivision or which are not considered to be located upon a Lot in the manner which will conform to topography and finished ground elevations of the Subdivision. The Declarant shall have thirty (30) days from receipt of plans to either accept or reject the plans. If the Declarant fails to act upon any plans submitted within thirty (30) days, then the plans shall be deemed approved. Notwithstanding the above, no further consent shall be required from the Declarant for the construction or modification of any building after a dwelling residence has been approved and constructed on a Lot, but such construction or modification shall be subject to all other conditions and restrictions herein. No cinder block, cement block, solite block, asphalt shingle siding, or asbestos shingle siding shall be permitted for the finished exterior of any structure. Construction of improvements on the Lots must be performed in a workmanlike manner, and all exterior work shall be completed within twelve (12) months after construction of the improvements has begun.

1.9 The parties hereto acknowledge that a permanent residence was previously constructed on Lot 14 and that such residence is exempt from all restrictions and conditions contained in Sections 1.2, 1.3 and 1.8 of this Declaration while such residence is located on Lot 14; provided however, if the Lot Owner of Lot 14 desires to add an addition, or demolish the existing residence and construct a new permanent residence, then Lot 14 and its owner will be subject to the restrictions and conditions contained in Sections 1.2, 1.3 and 1.8 of this Declaration for any structure built on Lot 14, except that no approval of the building plans, specifications and plot plan by the Declarant shall be necessary.

1.10 During the course of construction of any improvements on a Lot, the Lot Owner shall require the contractor to maintain the Lot in a reasonable clean and uncluttered condition, and such Lot Owner shall further require the contractor to minimize soil erosion caused by excavation of the Lot during the period of construction. The Lot Owner shall be responsible for requiring the contractor, during the period of construction, to restore immediately, any and all damage to the Roads in the Subdivision and shall further require the contractor, prior to the commencement of any construction work, to install a reinforced concrete culvert as approved in writing by the Declarant to cross the Road ditch line for access to the private driveway, unless such culvert is deemed unnecessary by the Declarant by written notice to the Lot Owner.

1.11 Declarant shall install, at Declarant's expense, or cause a utility company to install, the underground or overhead primary electric and telephone utility service lines and each Lot Owner shall install, at their sole expense, underground secondary electric and telephone utility lines running from the aforementioned primary lines to their respective Lots and

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dwellings. Overhead electric, telephone, cable or other utility lines shall not be allowed unless Declarant grants written permission to a Lot Owner.

1.12 All sewage must be disposed of in septic tanks meeting local government standards, unless or until public sewer service is provided for such purposes.

1.13 No sign, billboard or advertising poster shall be maintained upon any Lot or any Road within the Subdivision, except temporary signs which may offer the property for sale or rent.

1.14 No bottles, cans, trash, garbage, stumps, waste, refuse, dirt or any other material of any kind or description shall be thrown or dumped on any Lot or Road.

1.15 No motor vehicles, including recreational vehicles, which do not have a valid inspection sticker and license to permit their operation upon the highway of the State shall be allowed to remain on any Lot for longer than thirty (30) days unless it is parked in a garage or carport. No tractor-trailer trucks, dump trucks, dual axle or similar commercial vehicles shall be kept or garaged on any Lot.

1.16 A Lot Owner shall keep their front yard clear of all tall grasses and weeds.

ARTICLE II COMMON AREA USE AND MAINTENANCE

2.1. Every Lot Owner is hereby granted and shall have a right and easement to use and enjoy the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to suspend a Lot Owner's voting rights for any period in which the Lot Owner is in default in the payment of any assessment against his Lot or take such other action in accordance with the applicable law;

(b) The Declarant's Utility Rights; and

(c) The rights of parties holding rights under easements reserved.

2.2 Easements are reserved as shown on the Plat and the right is reserved unto the Declarant for so long as Declarant owns any Lot to establish and grant any and all additional easements along any street or property line for the purpose of drainage or furnishing light, telephone, cable television or other utility service to any Lot Owner. Certain utility easements have been granted and recorded.

2.3 Declarant hereby grants each Lot Owner a nonexclusive easement of right-of-way for the purpose of ingress to and egress from Virginia State Route 619 over the Roads within the Subdivision and as shown by the Plat. This easement shall survive the termination of this

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Declaration. The Roads shall be used for residential purposes only. Such residential purposes shall extend to the ingress and egress of recreational vehicles (RV's), campers and non-commercial trailers. No tractor-trailer trucks, dump trucks, dual axle or similar commercial vehicles shall use the Roads, except during the construction of any improvements or for other residential-service related purposes.

2.4 The Association shall maintain the Roads and perform such repairs so as to keep the Roads in a good and safe condition in accordance with the standards set forth below. In the event that a Lot Owner, or any Lot Owner's agents or invitees, causes damage to the Roads other than ordinary wear and tear, said Lot Owner shall be required to repair such damage and bear the cost thereof exclusively. All expenses incurred by the Association for the maintenance and repair of the Roads shall be deemed a Common Expense.

2.5 The terms "maintenance" and "repair" of the Roads shall include, but not be limited to, repairing or resurfacing the road surface, clearing obstructions or sealing the road as necessary, cleaning, grading or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging culverts or drainpipes, and performing any and all other necessary work required to maintain the Roads in a condition that will allow for reasonable and safe access of standard passenger vehicles and recreational vehicles (RV's).

2.6 Notwithstanding the foregoing provisions, Newline, LLC, as the original Declarant, shall hold title to all Roads and shall be solely responsible for all maintenance, repair and resurfacing thereto until it conveys the Roads to the Association.

ARTICLE III MEMBERSHIP AND MANAGEMENT

3.1 Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such membership, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of Lot Owners under this Declaration and the other Governing Documents. The membership right of a Lot Owner which is not an individual may be exercised by any officer, director partner, member, manager of a limited liability company, or trustee, or by the individual designated from time to time by a Lot Owner in a written instrument provided to the Secretary of the Association.

3.2 Each member of the Association shall be entitled to one vote for each Lot owned with no more than one vote per Lot.

3.3 The affairs of the Association shall be managed by its Board of Directors which shall elect the officers of the Association. The Association shall have the power to hire a professional manager to perform for a fee all functions of operation and management on behalf of the Association. Any management contract, which may or may not be with the Declarant or any affiliate of Declarant, shall provide that the contract may be terminated with cause on not

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more than thirty (30) days written notice and without cause on no more than ninety (90) days' written notice, and without payment of a termination fee.

3.4 The Board of Directors shall govern the Association as more particularly described in the By-Laws. Except as to matters specifically requiring Members' approval as set forth in the Governing Documents, the Board may exercise all rights and powers granted to the Association without membership approval. During the Declarant Control Period, the Declarant shall have the sole and absolute right and discretion to appoint the members of the Board of Directors.

3.5 Any transfer of title or interest to a Lot shall operate automatically to transfer the appurtenant membership rights in the Association to the new Lot Owner.

3.6 The Association may acquire, hold, and dispose of personal property and real property. Newline, LLC, as the original Declarant, shall complete the construction of all Roads and shall transfer the Roads to the Association prior to the termination of the Declarant Control Period.

3.7 The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property and commercial general liability insurance for all insurable improvements, Roads, real property and personal property owned by the Association, along with all activities of the Association, with limits not less than \$1,000,000. The Association shall be deemed trustee of all Members' interests in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried;

(ii) Workers' compensation insurance and employers' liability insurance, if and to the extent required by law or the insurance requirements of the Declarant;

(iii) Directors' and officers' liability coverage with limits not less than \$1,000,000; and

(iv) Such additional insurance as the Board, in its business judgment, determines advisable.

The liability insurance shall name, as separately protected insureds, Declarant (during the Declarant Control Period only), any property manager, the Association, and the Board of Directors. The insurance premiums for such insurance shall be deemed a Common Expense.

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ARTICLE IV
ASSESSMENTS

4.1 Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot as of the date of the sale of a Lot to a Lot Owner other than Declarant or a Declarant approved builder.

4.2 At least 60 days before the beginning of each fiscal year, the Board of Directors shall prepare a budget of the estimated expenses of the Association as may be required to fulfill the responsibilities of the Association as set forth in this Declaration (the "Common Expenses") for the coming year. The budget may include contributions to be made to a reserve fund for the future repair and replacement of the Roads. The budget shall reflect the sources and estimated amounts of funds to cover the Common Expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of initial capital contributions. Following the fiscal year in which the Association first levies assessments, the total increase to the assessments for any fiscal year shall be limited to 10% of the total assessments for the immediately preceding fiscal year, unless approved by Members representing at least 75% of the votes of the Association. Notwithstanding the foregoing provisions, the budget for the first year of the Association may be for a partial year with an annual budget beginning at the next fiscal year.

4.3 The Association shall levy an assessment equally against all Lots subject to assessment under Article. The Board of Directors shall send a summary of the final budget, together with notice of the amount of the assessment to be levied pursuant to such budget, to each Lot Owner within 30 days of adoption of the proposed budget and at least 30 days prior to the effective date of such budget. The notice shall set a date for a meeting of the Members to consider the budget, which shall be not less than 14 nor more than 30 days after mailing or delivery of the summary. The budget automatically shall become effective unless Members representing at least 75% of the votes in the Association disapprove such budget at a meeting. If Members disapprove any proposed budget or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust the assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above. The failure of the Board of Directors to enact a budget within the time period set forth in this Section 4.3 shall not be cause for nonpayment of any assessment. Notwithstanding the provisions of this Article IV, no assessment shall be made by the Association against Lot 21 or any Nonbuildable Lot. As used herein, a "Nonbuildable Lot" shall mean a Lot upon which a single family dwelling is prohibited due to the inability of the Declarant or a Lot Owner to obtain governmental approval for the installation of a conventional or alternative septic disposal system.

4.4 The Board of Directors shall establish one or more payment periods and the due dates for the payment of the assessments in each fiscal year; provided, however, that payments shall be due not more frequently than monthly. The Board of Directors may assess late charges,

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interest and costs of collection (all as set forth in Section 4.5) for any assessments not paid when due.

4.5 Each Owner, excluding the Declarant and any Declarant approved builder, by accepting a deed for any portion of a Lot, covenants and agrees to pay all assessments authorized in this Declaration and the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board of Directors may establish, subject to the limitations of Virginia law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be each Lot Owner's personal obligation and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

4.6 With the exception of Lot 21 and any Nonbuildable Lot, if any assessment, or any installment thereof, is not paid within thirty (30) days after the date upon which it is due, the Association may file a memorandum of lien in accordance with the requirements of Section 55-516 of the Code of Virginia, as amended, may initiate proceedings to foreclose the lien against the Lot Owner's property to which it attaches and may bring an action at law against the Lot Owner personally obligated to pay the same. The Association shall be entitled to collect all fees and costs of collection, including attorney's fees, and every Lot Owner by accepting a deed to property in the Subdivision, whether so expressed in the deed or not, covenants and agrees to pay the same. Such lien, when delinquent, may be enforced in the same manner as provided for the foreclosure of mortgages under Virginia law. All costs and expenses of any such foreclosure shall be secured by the lien being foreclosed. The lien for the assessments provided for herein, once perfected, shall be prior to all other subsequent liens and encumbrances except (a) real estate taxes on that Lot, (b) liens and encumbrances recorded prior to the recordation of the Declaration and (c) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien. The sale or transfer of any Lot shall not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure on a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.7 Upon acquisition of record title to a Lot by a Lot Owner, other than Declarant or a Declarant approved builder, and upon any subsequent transfer of such Lot, an initial capital contribution shall be made by the purchaser to the working capital of the Association in an amount equal to \$200.00. This amount shall be in addition to, not in lieu of, the assessment set forth in Section 4.3 and shall not be considered an advance payment of such assessment. This initial capital contribution shall be deemed a reserve and utilized by the Association only upon approval by Members representing at least 75% of the votes in the Association at a meeting.

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ARTICLE V
MISCELLANEOUS

5.1 In the event of any violation or breach of this Declaration by any Lot Owner or such Lot Owner's agent, guest or invitee, the Association, through the Board of Directors or the Lot Owner of any other Lot, including the Declarant, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach thereof in any event. The failure to enforce any rights, restrictive covenants, conditions or restrictions contained in this Declaration, regardless of how long such failure shall continue shall not constitute a waiver of or bar to such right to enforce. Any Lot Owner found to be in violation of this Declaration shall be liable for any costs and attorneys fees incurred by the Declarant or any other Lot Owner for the enforcement hereof.

5.2 Entrance upon any Lot by the Declarant, or his designee, or the Association, by the Board of Directors or its managing agent, pursuant to the provisions of this Declaration, shall not be deemed to be a trespass.

5.3 The restrictive covenants, conditions and restrictions contained in this Declaration shall run with the land, including each and every Lot and shall be binding on each Lot Owner, and their heirs, personal representatives, successors and assigns.

5.4 The invalidation of any of the provisions of this Declaration by a court of competent jurisdiction shall in no way affect any of the other provisions of this Declaration.

5.5 Any grantee or grantees, by accepting a deed conveying any Lot in the Subdivision shall be held to have accepted the restrictive covenants, conditions and restrictions herein contained and to have agreed and bound themselves, their heirs, personal representatives, successors and assigns, to keep and observe all of the said restrictive covenants, conditions and restrictions set forth herein.

5.6 Subject to Virginia law, the Association shall indemnify every officer, director, and committee member of the Association and Board of Directors against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

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5.7 This Declaration may be amended unilaterally at any time by Declarant during the Declarant Control Period if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith. Additionally, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Lot Owners of at least two-thirds of the Lots. No amendment may remove, revoke, or modify any Declarant right or privilege without Declarant's written consent (or the assignee of such right or privilege). Any amendment shall become effective upon recording in the Clerk's Office, unless it specifies a later effective date. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

5.8 This Declaration shall remain in full force and effect for a period of fifty (50) years from the date it is recorded in the Clerk's Office at which time they shall renew automatically for additional terms of ten (10) years each.

IN WITNESS WHEREOF, the parties hereto have caused their name to be signed hereto individually or by their duly authorized representatives.

Newline, LLC

By: [Signature]
Robert J. Hanratta, Co-Manager

By: [Signature]
Gregory C. Tripp, Co-Manager

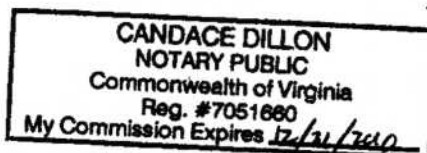
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Goachland, to-wit:

The foregoing instrument was acknowledged before me this 4 day of January, 2008, by Robert J. Hanratta and Gregory C. Tripp, Co-Managers of Newline, LLC, a Virginia limited liability company, on behalf of the Company.

My commission expires: December 31, 2010 Notary Reg. No. 7051660

[Signature]
Notary Public

[Signatures continue on next page.]



Signatures continue:

Robert O. Quackenbush
Robert O. Quackenbush
Susan M. Quackenbush
Susan Quackenbush

CANDACE DILLON
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7051660
My Commission Expires 12/31/2010

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Goochland, to-wit:

The foregoing instrument was acknowledged before me this 10 day of
January, 2008, by Robert O. and Susan Quackenbush.

My commission expires: December 31, 2010 Notary Reg. No. 7051660

Candace O. Dillon
Notary Public

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[Signatures continue on next page.]

Bank of Virginia, through its undersigned authorized representative, hereby joins in the execution of this Declaration for the purpose of consenting to the terms contained therein and subjecting its security interest in the Subdivision to the terms of this Declaration.

Bank of Virginia:

By: Ellen L. Allen
Ellen L. Allen, Vice-President
Ellen L. Allen
Ellen L. Allen, Trustee

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of January 2008, ~~2007~~ by Ellen L. Allen, Vice-President and Trustee, on behalf of the Bank.

My commission expires: 05/31/2011 Notary Reg. No. 256422

Vicki J. Anderson
Notary Public

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INSTRUMENT #080000126
RECORDED IN THE CLERK'S OFFICE OF
GOOCHLAND COUNTY ON
JANUARY 11, 2008 AT 10:41AM

LEE G. TURNER, CLERK
RECORDED BY: CWC

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